

## **GENERAL TERMS of STvB ADVOCATEN (EUROPE) N.V.**

1. STvB Advocaten (Europe) N.V. is a Curaçao limited liability company (*naamloze vennootschap*) incorporated under the laws of the former Netherlands Antilles registered in Curaçao and, as a foreign company (*formeel buitenlandse vennootschap*), in Amsterdam (hereinafter "STvB").
2. These General Terms apply to all work performed or to be performed by or on behalf of STvB and to all legal relations of STvB with third parties.
3. STvB is the exclusive contracting party in respect of all commissioned work from the Amsterdam office. All assignments (*opdrachten*) shall be exclusively accepted and performed by STvB. The applicability of Sections 7:404 and 7:407 (2) of Curaçao Civil Code (*Burgerlijk Wetboek*) is expressly excluded.
4. If third parties are to be involved in connection with work commissioned to STvB, STvB shall, if and to the extent possible, consult with the client in advance and shall exercise due care in selecting such third party agents. STvB shall not be liable for any failure or default by any such third party in the performance of its services. STvB has the right to accept, on behalf of the client, any limitation of liability stipulated by any such third party.
5. Any and all liability of STvB in respect of any work performed or to be performed by or on behalf of STvB or otherwise relating to an assignment given to STvB, shall be limited to the amount which can be claimed in the particular case under the professional liability insurance(s) taken out by STvB, increased by the amount which STvB has to bear as its own risk in that particular case pursuant to the terms of such insurance(s). If for any reason whatsoever no benefits are payable under this insurance, liability is limited to the amount paid in the relevant calendar year by a client for the work performed.
6. In order to limit the personal liability and exposure to litigation of the managing directors, shareholders, employees and agents of STvB any of its associated firms or any of their respective managing directors, shareholders, employees and agents, services are rendered exclusively on the basis that the client will not bring any claim for damage against any of such persons personally.
7. Except in the event of willful misconduct or gross negligence on the part of STvB, the client shall indemnify STvB and hold STvB harmless from and against all claims, demands and actions at any time made or brought by any third party against STvB and which directly or indirectly result from or relate to the work or services performed or to be performed by STvB for the client or otherwise relate to the assignment given by the client to STvB, including without limitation any damages, costs and expenses incurred by STvB in connection with any such claim, demand or action.
8. Unless otherwise agreed, the client shall pay to STvB a fee which is calculated on the basis of the number of hours worked multiplied by the applicable hourly rates, as such rates will be determined by STvB from time to time. In addition to the fee, the client shall be obliged to pay to STvB the out-of-pocket expenses paid by STvB on behalf of the client and a compensation for regular office costs (such as postage, telephone, telefax and photocopying costs) determined at a percentage of the fee. Where required amounts due shall be increased by the VAT due thereon at the rate prevailing from time to time.
9. The invoices of STvB must be paid within thirty (30) days from the invoice date. If an invoice is not timely paid, STvB has the right to charge interest on the unpaid amount at the statutory rate from the thirty first (31st) day following the invoice date.
10. The legal relation between STvB and the client or other third party shall be governed by, and shall be construed in accordance with Curaçao law.
11. All disputes arising from or in connection with (i) the work performed by or on behalf of STvB or commissioned to STvB and/or (ii) the legal relation of STvB with the client or other third party, shall be submitted to the exclusive jurisdiction of, and shall be exclusively decided by, the competent court in Curaçao, without prejudice to the right of appeal and appeal to the Supreme Court.
12. The terms and conditions contained in these General Terms have also been made and stipulated for and in favor of the managing directors, the shareholders, the employees and the agents of STvB, the managing directors of such shareholders and all persons who work or have worked for STvB, whether as partner, employee, advisor, third party agent or in any other capacity whatsoever.

Amsterdam, 1 January 2011